

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

DAWN LEDWELL,

Plaintiff(s)

vs.

THOMAS RAVENEL; HAYMAKER
CONTENT LLC; BRAVO MEDIA
PRODUCTIONS, INC.; NBCUNIVERSAL
MEDIA, LLC; COMCAST CORPORATION,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018-CP-10- 5824

(Please Print)

Submitted By: Ryan C. Andrews; Hal E. Cobb

Address: 222 W. Coleman Blvd., Building 2
Mt. Pleasant, SC 29464

SC Bar #:

101104 (Ryan); 100575 (Hal)

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|--|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| <input type="checkbox"/> Constructions (100) | <input type="checkbox"/> Dental Malpractice (200) | <input checked="" type="checkbox"/> Assault/Slander/Libel (300) | <input type="checkbox"/> Claim & Delivery (400) |
| <input type="checkbox"/> Debt Collection (110) | <input type="checkbox"/> Legal Malpractice (210) | <input type="checkbox"/> Conversion (310) | <input type="checkbox"/> Condemnation (410) |
| <input type="checkbox"/> Employment (120) | <input type="checkbox"/> Medical Malpractice (220) | <input type="checkbox"/> Motor Vehicle Accident (320) | <input type="checkbox"/> Foreclosure (420) |
| <input type="checkbox"/> General (130) | Previous Notice of Intent Case # | <input type="checkbox"/> Premises Liability (330) | <input type="checkbox"/> Mechanic's Lien (430) |
| <input type="checkbox"/> Breach of Contract (140) | 20____-CP-____- | <input type="checkbox"/> Products Liability (340) | <input type="checkbox"/> Partition (440) |
| <input type="checkbox"/> Other (199) | <input type="checkbox"/> Notice/ File Med Mal (230) | <input type="checkbox"/> Personal Injury (350) | <input type="checkbox"/> Possession (450) |
| | <input type="checkbox"/> Other (299) | <input type="checkbox"/> Wrongful Death (360) | <input type="checkbox"/> Building Code Violation (460) |
| | | <input type="checkbox"/> Other (399) | <input type="checkbox"/> Other (499) |
| Inmate Petitions | Judgments/Settlements | Administrative Law/Relief | Appeals |
| <input type="checkbox"/> PCR (500) | <input type="checkbox"/> Death Settlement (700) | <input type="checkbox"/> Reinstate Driver's License (800) | <input type="checkbox"/> Arbitration (900) |
| <input type="checkbox"/> Mandamus (520) | <input type="checkbox"/> Foreign Judgment (710) | <input type="checkbox"/> Judicial Review (810) | <input type="checkbox"/> Magistrate-Civil (910) |
| <input type="checkbox"/> Habeas Corpus (530) | <input type="checkbox"/> Magistrate's Judgment (720) | <input type="checkbox"/> Relief (820) | <input type="checkbox"/> Magistrate-Criminal (920) |
| <input type="checkbox"/> Other (599) | <input type="checkbox"/> Minor Settlement (730) | <input type="checkbox"/> Permanent Injunction (830) | <input type="checkbox"/> Municipal (930) |
| | <input type="checkbox"/> Transcript Judgment (740) | <input type="checkbox"/> Forfeiture-Petition (840) | <input type="checkbox"/> Probate Court (940) |
| | <input type="checkbox"/> Lis Pendens (750) | <input type="checkbox"/> Forfeiture—Consent Order (850) | <input type="checkbox"/> SCDOT (950) |
| | <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) | <input type="checkbox"/> Other (899) | <input type="checkbox"/> Worker's Comp (960) |
| | <input type="checkbox"/> Other (799) | | <input type="checkbox"/> Zoning Board (970) |
| Special/Complex /Other | | | <input type="checkbox"/> Public Service Commission (990) |
| <input type="checkbox"/> Environmental (600) | <input type="checkbox"/> Pharmaceuticals (630) | | <input type="checkbox"/> Employment Security Comm (991) |
| <input type="checkbox"/> Automobile Arb. (610) | <input type="checkbox"/> Unfair Trade Practices (640) | | |
| <input type="checkbox"/> Medical (620) | <input type="checkbox"/> Out-of State Depositions (650) | | |
| <input type="checkbox"/> Other (699) | <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) | | |
| | <input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:

A handwritten signature in black ink, appearing to be "RJ", written over a horizontal line.

Date: 12/7/2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a “Proof of ADR” form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the “Notice of Intent to File Suit” or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO: 2018-CP-10- **5824**

Dawn Ledwell,

Plaintiff(s),

v.

Thomas Ravenel; Haymaker Content LLC;
Bravo Media Productions, Inc.;
NBCUniversal Media, LLC; Comcast
Corporation,

Defendant(s).

SUMMONS
(Jury Trial Demanded)

2018 DEC -7 PM 4:34
JULIE J. ARMSTRONG
CLERK OF COURT

TO: THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the Plaintiffs or their attorneys, Ryan C. Andrews and Hal E. Cobb, at his office, 222 W. Coleman Blvd, Building 2, Mt. Pleasant, SC 29464, within (30) days after the service hereof, exclusive of the day of such service and if you fail to Answer the Complaint within the time aforesaid, Plaintiff will apply to the court for the relief demanded in the Complaint.

Dated at Mt. Pleasant, South Carolina on the 7 day of December, 2018.

COBB DILL & HAMMETT, LLC

BY 

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ATTORNEYS FOR THE PLAINTIFFS

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO: 2018-CP-10-

5824

Dawn Ledwell,

Plaintiff(s),

v.

Thomas Ravenel; Haymaker Content LLC;
Bravo Media Productions, Inc.;
NBCUniversal Media, LLC; Comcast
Corporation,

Defendant(s).

COMPLAINT
(Jury Trial Demanded)

RECEIVED
CLERK OF COURT
9TH JUDICIAL CIRCUIT
SOUTH CAROLINA
DEC - 7 PM 4:34

The Plaintiff, complaining of the Defendants, alleges and says as follows:

PARTIES, JURISDICTION, AND VENUE

1. That the Plaintiff, Dawn Ledwell, (herein referred to as "Plaintiff") is a citizen and resident of North Carolina.
2. That upon information and belief, Defendant Thomas Ravenel (herein referred to as "Defendant Ravenel") is a citizen and resident of Charleston County, State of South Carolina.
3. That upon information and belief, Defendant Haymaker Content, LLC (herein referred to as "Defendant Haymaker") is a limited liability company organized and existing under the laws of New York and responsible for the filming and production of the reality television show "Southern Charm." Defendant Haymaker can be served with process to its registered agent, Irad Eyal, 111 North Gardner Street, Los Angeles, California 90036.
4. That upon information and belief, Defendant Bravo Media Productions, LLC (herein referred to as "Defendant Bravo") is a limited liability company organized and existing under the laws of New York and responsible for the filming and production of the reality television show "Southern Charm." Defendant Bravo can be served with process to its registered agent, Tracy Donovan, 145 W. 28th Street, 2nd Floor, New York, New York

10001.

5. That upon information and belief, Defendant NBCUniversal Media, LLC (herein referred to as “Defendant NBC”) is a limited liability company organized and existing under the laws of Delaware, and can be served with process to its registered agent, Enterprise Corporate Services, LLC, 1201 N. Market Street, Suite 1000, Wilmington, Delaware 19801.
6. That upon information and belief, Defendant Comcast Corporation (herein referred to as “Defendant Comcast”; Defendants Comcast, NBC, Haymaker, and Bravo are all herein collectively referred to as “Corporate Defendants”) is a corporation organized and existing under the laws of Pennsylvania, and can be served with process to its registered agent, Corporation System, 111 Eighth Avenue, New York, New York 10011.
7. That upon information and belief, Corporate Defendants transact business in the State of South Carolina, contract to supply services in the State of South Carolina, and have entered into contracts to be performed in whole or in part in the State of South Carolina through their respective association with the reality television show “Southern Charm,” the filming of which is based predominantly in Charleston, South Carolina.
8. That the tortious actions and subsequent injury that is subject of this action occurred in Charleston County, State of South Carolina.
9. That this Court has jurisdiction over the parties.

FACTUAL BACKGROUND

10. That Corporate Defendants direct, air, and/or otherwise produce the reality television show “Southern Charm.”
11. That “Southern Charm” is a reality television show based in Charleston, South Carolina and upon information and belief, has been airing on national and worldwide television

since March of 2014 .

12. That upon information and belief, Defendants Haymaker and Bravo were the production companies behind the reality television show “Southern Charm” that airs on a television network owned by Defendant Bravo, a subsidiary of Defendant NBC.
13. That upon information and belief, Defendant NBC is Defendant Comcast’s media, content, and entertainment arm, and is a wholly owned subsidiary of Defendant Comcast.
14. That Defendant Ravenel has been a central main cast member of “Southern Charm” since its inception.
15. That Defendant Ravenel has contracted and otherwise been employed by Corporate Defendants since the inception of “Southern Charm.”
16. That upon information and belief, Corporate Defendants have permitted and encouraged “Southern Charm” to be promoted as a show that “goes behind the walls of Charleston, South Carolina’s most aristocratic families to reveal a world of exclusivity, money and scandal that goes back generations,”¹ as well as a show that “reveals a world of exclusivity, money and scandal dating back through generations of families in Charleston, S.C.”²
17. That upon information and belief, Corporate Defendants have created, permitted, and encouraged “Southern Charm” plot lines that focus on alcohol, sexual encounters, and the concept that the male cast members, including Defendant Ravenel, suffer from “Peter Pan Syndrome” and that they are the “Lost Boys” and Charleston is their “Neverland.”
18. That upon information and belief, Corporate Defendants have permitted and encouraged drinking during production of “Southern Charm” and Corporate Defendants have made alcohol available for consumption during filming.
19. That upon information and belief, Corporate Defendants require cast members and anyone

¹ <https://www.amazon.com/gp/product/B00JZSG55M>

² www.afterbuzztv.com/southern-charm

who appears on “Southern Charm” to sign agreements that include the following language: “I understand that in and in connection with the Program [Southern Charm], I may reveal or relate, and other parties may reveal or relate information about me of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others participating in the Program may be embarrassing or of an otherwise unfavorable nature that may be factual or fictional. I further understand that my appearance, depiction, and portrayal in and in connection with the Program or otherwise, and my actions and the actions of others displayed in and in connection with the Program or otherwise, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light.”

20. That upon information and belief, Corporate Defendants require cast members and anyone who appears on “Southern Charm” to sign agreements that include the following language regarding offensive behavior and harassment: “My participation in the Program [Southern Charm] may cause me to be exposed to conversations, banter, and behavior of other participants that may contain explicit references to sex, age, gender, race, religion, sexual orientation, national origin, disability, marital status, violence, and other topics that could be considered offensive. I freely and knowingly consent to being in an environment where such conversations, banter, and behavior may take place. However, I will inform Producer [Corporate Defendants] immediately if I feel harassed by, threatened by, or uncomfortable with the behavior of any other individual connected with the production of the Program at any time, and I understand that I will not be penalized or retaliated against, in any way, for doing so.”

21. That upon information and belief, Defendant Ravenel, has owned and/or leased property

- and resided at 29 ½ Charlotte St. Charleston, SC 29403 (herein referred to as “Defendant Ravenel’s Residence”) during the time of production of “Southern Charm.”
22. That Plaintiff was hired and contracted with Defendant Ravenel for nanny services for Defendant Ravenel’s minor children, whose births were chronicled on “Southern Charm.”
 23. That upon information and belief, Kathryn Dennis is the mother of Defendant Ravenel’s children.
 24. That Kathryn Dennis is also a cast member of “Southern Charm.”
 25. That upon information and belief, Defendant Ravenel and Kathryn Dennis had a contractual relationship with Corporate Defendants to appear as paid cast members on the reality television show “Southern Charm.”
 26. That upon information and belief, Defendant Ravenel resided with his minor children at Defendant Ravenel’s Residence.
 27. That upon information and belief, Plaintiff cared for Defendant Ravenel’s minor children for approximately 3 years.
 28. That “Southern Charm” would air, tape, and otherwise video footage of Plaintiff while Plaintiff was working for Defendant Ravenel.
 29. That Plaintiff made various appearances on “Southern Charm” in her role as a nanny for Defendant Ravenel.
 30. That Plaintiff contracted with Corporate Defendants to appear on “Southern Charm.”
 31. That upon information and belief, Defendant Haymaker paid Plaintiff for a portion of her nanny services provided to the Ravenel family during production of “Southern Charm.”
 32. That in or about January 2015, Defendant Ravenel was residing at Defendant Ravenel’s Residence with his minor daughter.
 33. That on or about an evening in January 2015, Plaintiff was working for Defendant Ravenel

and/or Corporate Defendants at Defendant Ravenel's Residence, while Defendant Ravenel went out for the evening.

34. That at the on or about January 2015, Defendant Ravenel had only one minor child in which Plaintiff was watching.
35. That in or about January 2015, upon Defendant Ravenel's return to Defendant Ravenel's Residence, Plaintiff was the victim of a violent, and unexpected sexual assault at the hands of an intoxicated Defendant Ravenel.
36. That Defendant Ravenel did attempt to remove and rip away Plaintiff's clothing in attempts to engage in sexual intercourse with Plaintiff.
37. That Plaintiff was able to escape and break free of Defendant Ravenel's clutches.
38. That Plaintiff departed Defendant Ravenel's Residence and immediately notified others of the attack perpetrated by Defendant Ravenel.
39. That Plaintiff was shocked, scared, humiliated, and otherwise injured due to the assault perpetrated by Defendant Ravenel.
40. That Corporate Defendants knew or should have known of Defendant Ravenel's propensities to assault females and failed to take appropriate steps to prevent and/or warn of the same.
41. That in or about December 2015, Plaintiff notified Chaz Morgan, an employee and/or agent of Corporate Defendants, of the sexual assault committed by Defendant Ravenel against Plaintiff.
42. That at all times material to the incident made as the basis of this action, Chaz Morgan was acting by and through his employer Corporate Defendants as an employee/agent of Corporate Defendants, and was at all times material acting within the course and scope of his employment or agency in performing duties for, and on behalf of Corporate Defendants.

43. That upon information and belief, Corporate Defendants failed to investigate Plaintiff's allegations against Defendant Ravenel when they were first made aware of these allegations.
44. That upon information and belief, Chaz Morgan reported Plaintiff's sexual assault to executives for Defendant Haymaker, and the co-founder of Defendant Haymaker and executive producer of "Southern Charm," Aaron Rothman; however, upon information and belief, Aaron Rothman failed to investigate and/or report the sexual assault.
45. That upon information and belief, continuing now and since the date of Plaintiff's attack, Defendant Ravenel has made threats towards Kathryn Dennis and others regarding Plaintiff, including that he would destroy the livelihoods of anyone that helps Plaintiff.
46. That upon information and belief, Corporate Defendants instructed cast members of "Southern Charm" and other employees/agents of Corporate Defendants to not speak with anyone regarding the assault of Plaintiff as described above and chose to coverup the same out of fear that such assault could damage the profitability of "Southern Charm."
47. That upon information and belief, Corporate Defendants have made false, defamatory and otherwise disparaging comments to others regarding Plaintiff and her sexual assault in attempts to hide and conceal the same.
48. That upon information and belief, Corporate Defendants and Defendant Ravenel have profited greatly from "Southern Charm."
49. That upon information and belief, Corporate Defendants had a policy, whether written or otherwise, to deter the investigations of the assaults committed by Defendant Ravenel and/or Corporate Defendant were willfully ignorant to the same.
50. That upon information and belief, Corporate Defendants and Defendant Ravenel have conspired with one another to deter the investigations of assaults committed by Defendant

Ravenel.

51. That upon information and belief, Corporate Defendants did not begin investigating the assault of Plaintiff as described above until Plaintiff's allegations against Defendant Ravenel were made public on or around May 4, 2018.
52. That upon information and belief, Corporate Defendants are currently filming the sixth season of "Southern Charm" and preparing to include episodes discussing Defendant Ravenel's assault of females, including but not limited to the assault of Plaintiff.
53. That upon information and belief, Defendant Ravenel sexually assaulted another female, in and around December 2015, and did so after Plaintiff disclosed her assault to Corporate Defendants and Kathryn Dennis.
54. That upon information and belief, Defendant Ravenel paid the other sexually assaulted female, a monetary settlement under a non-disclosure agreement following participation in a mediation in and around June 2016.
55. That upon information and belief, Corporate Defendants knew or should have known of the various assaults perpetrated by Defendant Ravenel.
56. That upon information and belief, Corporate Defendants chose not to investigate various allegations of assault perpetrated by its employee/agent, Defendant Ravenel, and instead chose to continue to create, permit, and encourage plot lines focusing on Defendant Ravenel's romantic and sexual interactions with women.
57. That upon information and belief, Corporate Defendants have not contacted Plaintiff since the public disclosure of the allegations of assault in and around May 4, 2018, despite Corporate Defendants' publicly claiming in and around May 4, 2018 that "Haymaker, the production company for Southern Charm, and Bravo take allegations like these very seriously. Haymaker is conducting an investigation, and once all the information is

gathered and carefully reviewed, appropriate action will be taken.”³

58. That Defendant Ravenel was arrested and charged with Assault and Battery – Second Degree in regard to his assault of Plaintiff.

59. That as a result of Corporate Defendants’ and Defendant Ravenel’s acts, as more fully described above, Plaintiff has been hurt, injured, embarrassed, humiliated and otherwise damaged.

60. That Corporate Defendants are vicariously liable, due to the negligence of their employees as agents, as is set forth more fully above, for proximately causing injuries and/or damages to Plaintiff, under the doctrines of *respondeat superior*, *agency*, and/or *ostensible apparent agency*.

61. That all Defendants are jointly and severally liable for the injuries sustained by the Plaintiff.

FOR A FIRST CAUSE OF ACTION AS TO DEFENDANT RAVENEL
(Assault & Battery)

62. Plaintiff restates and re-alleges every allegation set forth above as if stated herein verbatim.

63. That Defendant Ravenel did violently approach Plaintiff putting Plaintiff in reasonable fear of bodily harm.

64. That Defendant Ravenel did make forcible unwanted contact with Plaintiff by violently and aggressively pushing Plaintiff into Defendant Ravenel’s bedroom, grabbing Plaintiff’s arm and ripping Plaintiff’s shirt off, pulling Plaintiff’s pants down, and inserting Defendant Ravenel’s hands between Plaintiff’s legs causing severe and significant injuries to Plaintiff’s persons.

65. That Defendant Ravenel through his actions caused Plaintiff severe and significant injuries.

³

<https://www.fitsnews.com/2018/05/04/bravo-tv-breaks-its-silence-on-thomas-ravenel-allegations/>

66. That the Plaintiff is entitled to an award of damages against Defendant Ravenel in the amount of actual damages, consequential damages, punitive damages, attorney's fees, costs of this action, and other damages or remedies available pursuant to existing law, and which a jury deems appropriate and just.

FOR A SECOND CAUSE OF ACTION AS TO ALL DEFENDANTS
(Outrage/Intentional Infliction of Emotional Distress)

67. Plaintiff restates and re-alleges every allegation set forth above as if stated herein verbatim.

68. That upon sexually assaulting Plaintiff and continually making false statements regarding her, Defendant Ravenel recklessly inflicted severe emotional distress, or was certain or substantially certain that such distress would result from his conduct.

69. That upon failing to take any action concerning Plaintiff's sexual assault, Corporate Defendants recklessly inflicted severe emotional distress, or was certain or substantially certain that such distress would result from their conduct.

70. That the Defendants' conduct was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community.

71. That the actions of the Defendants caused Plaintiff's emotional distress.

72. That the Plaintiff's emotional distress was and continues to be so severe that no reasonable person could be expected to endure it.

73. That as a direct and proximate result of the Defendants' actions, Plaintiff has been and continues to suffer from mental anguish, anxiety, and stress of being sexually assaulted and other such ways as would cause Plaintiff additional and unnecessary pain, suffering, and aggravation.

74. That the Plaintiff is entitled to an award of damages against all Defendants in the amount of actual damages, consequential damages, punitive damages, attorney's fees, costs of this

action, and other damages or remedies available pursuant to existing law, and which a jury deems appropriate and just.

FOR A THIRD CAUSE OF ACTION AS TO ALL DEFENDANTS
(Civil Conspiracy)

75. Plaintiff restates and re-alleges every allegation set forth above as if stated herein verbatim.
76. That the Defendants did combine, conspire or otherwise join with at least one other person and/or entity.
77. That the purpose of this combination, conspiracy or joining together was for the purpose of hiding and concealing Defendant Ravenel's sexual assault of Plaintiff.
78. That as a result of this combination, conspiracy or joining of individuals, Plaintiff did suffer special damages including but not limited to the added publicity, notoriety, shock, humiliation and otherwise embarrassment she has received due to the continual promotion of "Southern Charm" by Corporate Defendants.
79. That as a direct and proximate result of the Defendants' actions, Plaintiff has been and continues to suffer from mental anguish, anxiety, and stress of being sexually assaulted and other such ways as would cause Plaintiff additional and unnecessary pain, suffering, and aggravation.
80. That the Plaintiff is entitled to an award of damages against all Defendants in the amount of actual damages, consequential damages, punitive damages, attorney's fees, costs of this action, and other damages or remedies available pursuant to existing law, and which a jury deems appropriate and just.

FOR A FOURTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Defamation)

81. Plaintiff restates and re-alleges every allegation set forth above as if stated herein verbatim.

82. That all Defendants did and continue to make false and defamatory statements regarding Plaintiff to third-parties as described above, which harmed the reputation of Plaintiff so as to lower her in the estimation of the community and/or to deter third person from associating or dealing with her.
83. That all Defendants were at fault for the publication of these false and defamatory statements about Plaintiff, and Defendants made these statements with actual and/or implied malice.
84. That Plaintiff suffered actual, special, and consequential damages, including but not limited to embarrassment, humiliation, and mental suffering, as a result of the publication of these false and defamatory statements made by Defendants
85. That the Plaintiff is entitled to an award of damages against all Defendants in the amount of actual damages, consequential damages, punitive damages, attorney's fees, costs of this action, and other damages or remedies available pursuant to existing law, and which a jury deems appropriate and just.

FOR A FIFTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Negligence/Gross Negligence/Negligence *Per Se*)

86. Plaintiff restates and re-alleges every allegation set forth above as if stated herein verbatim.
87. That Defendants owe a duty to the public at large, and a heightened duty to the Plaintiff, to take reasonable precautions to avoid creating or encouraging any conditions which would put the public in unreasonable danger where the same could be reasonably avoided.
88. That Corporate Defendants knew or should have known of Defendant Ravenel's violent propensities and irresponsible alcohol consumption.
89. That Defendants did breach this duty and that the injuries, harms and losses suffered by Plaintiff as alleged in this Complaint were caused directly and proximately by one or more of the following negligent, grossly negligent, careless, reckless, willful, wanton, and

unlawful acts and/or omissions of the Defendants in any one or more of the following respects:

As to Corporate Defendants:

- a. In each and every instance, act, and/or omission heretofore alleged in this Complaint;
- b. In knowingly permitting Defendant Ravenel to remain in their employment;
- c. In continually making false and defamatory statements regarding Plaintiff;
- d. In knowingly encouraging an atmosphere of overconsumption of alcohol and sexual deviancy;
- e. In violating the general standard of care owed to persons appearing on Corporate Defendants' reality television show;
- f. In failing to warn Plaintiff of the propensities of their employees;
- g. In failing to provide adequate security to Plaintiff and other persons appearing on Corporate Defendants' television show;
- h. In any other acts or omissions which constitute a violation of the laws of this state or the United States; and
- i. In any other manner Plaintiff may discover during the course of this action.

As to Defendant Ravenel:

- a. In each and every instance, act, and/or omission heretofore alleged in this Complaint;
- b. In knowingly creating a condition of danger;
- c. In continually making false and defamatory statement regarding Plaintiff;
- d. In knowingly encouraging an atmosphere of overconsumption of alcohol and sexual deviancy;

- e. In approaching and sexually assaulting Plaintiff in violation of numerous state and federal laws;
 - f. In refusing Plaintiff assistance and aid;
 - g. In any other acts or omissions which constitute a violation of the laws of this state or the United States; and
 - h. In any other manner Plaintiffs may discover during the course of this action.
90. That as a direct and proximate result of the negligence, gross negligence, carelessness, recklessness, willfulness, wantonness, and acts and/or omissions of the Defendants, as is set forth more fully above, Plaintiff was injured, has endured pain and suffering, has suffered mentally and emotionally, and has incurred, and will incur various medical expenses, and has otherwise been damaged and injured.
91. That Defendants' acts and omissions, as set forth more fully above, show willful misconduct, malice, wantonness and an entire want of care, raising a presumption of the Defendants' conscious indifference to the consequences of such acts and omissions.
92. That because of the Defendants' acts and omission and the proximate harm resulting to Plaintiff, Plaintiff should be awarded punitive damages in an amount to be determined by the trier of fact, in order to punish and penalize the Defendants and to deter the Defendants and others from similar behavior.
93. That upon information and belief, Plaintiff is entitled to judgment against the Defendants for actual, compensatory and exemplary or punitive damages for their personal injuries set forth here in an amount that is fair, just and reasonable under the circumstances, plus whatever costs, interest and attorney fees to which he may be entitled to be determined by a jury.

WHEREFORE, the Plaintiff prays for judgment against the Defendants for an amount to be ascertained by the jury at the trial of this action for all damages, punitive and actual, for the cost and disbursements of this action, and both prejudgment and post judgment interest, and for such other and further relief, in law or in equity, as this court may deem just and proper.

Respectfully submitted,

COBB DILL & HAMMETT, LLC

BY 

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Hal E. Cobb, S.C. Bar No.: 100575
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Mt. Pleasant, SC 29464
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randrews@cdhlawfirm.com
hcobb@cdhlawfirm.com

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina

Dec. 7, 2018